

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

ANSWER TO COUNTER-CLAIMS

Comes now plaintiff/counter-defendant Sarah Sweeney, through counsel, and responds to defendants' counter-claims as follows:

COUNT I—Breach of Contract—Employment Contract

1. Paragraph 1 of the Counter-Claims does not assert an allegation that Sweeney is required to admit or deny.
2. Sweeney denies the allegations set forth in Paragraphs 2-5.

WHEREFORE, having fully answered Count I of the Counterclaims, Sweeney prays the Court dismiss Counterclaim Count I at defendants' cost, for costs incurred herein, and for such additional relief as may be just and proper under the circumstances.

COUNT II—Quantum Meruit

3. Paragraph 6 of the Counter-Claims does not assert an allegation that Sweeney is required to admit or deny.
4. Sweeney denies the allegations set forth in Paragraphs 7-9.

WHEREFORE, having fully answered Count II of the Counterclaims, Sweeney prays the Court dismiss Counterclaim Count II at defendants' cost, for costs incurred herein, and for such additional relief as may be just and proper under the circumstances.

COUNT III—Breach of Contract – Covenant Not To Compete

5. Paragraph 10 of the Counter-Claims does not assert an allegation that Sweeney is required to admit or deny.

6. Sweeney admits the allegations set forth in Paragraph 11.

7. Sweeney denies the allegations set forth in Paragraphs 12-14.

WHEREFORE, having fully answered Count III of the Counterclaims, Sweeney prays the Court dismiss Counterclaim Count III at defendants' cost, for costs incurred herein, and for such additional relief as may be just and proper under the circumstances.

COUNT IV—Injunctive Relief

8. Paragraph 15 of the Counter-Claims does not assert an allegation that Sweeney is required to admit or deny.

9. Sweeney denies the allegations in Paragraphs 16-20.

WHEREFORE, having fully answered Count IV of the Counterclaims, Sweeney prays the Court dismiss Counterclaim Count IV at defendants' cost, for costs incurred herein, and for such additional relief as may be just and proper under the circumstances.

COUNT V—Libel

10. Paragraph 21 of the Counter-Claims does not assert an allegation that Sweeney is required to admit or deny.

11. Sweeney admits the allegations in Paragraph 22. By way of further answer, Sweeney states that her allegations were truthful and non-frivolous, and that her complaint was a protected activity.

12. Sweeney admits that she voluntarily dismissed the False Claims Case on March 4, 2022, at which time the complaint filed therein was unsealed. She denies each and every remaining allegation in Paragraph 23.

13. Sweeney denies the allegations in Paragraph 24.

14. Sweeney lacks sufficient information with regard to the allegations set forth in Paragraphs 25-27 and therefore denies same.

15. Sweeney denies the allegations in Paragraph 28.

WHEREFORE, having fully answered Count V of the Counterclaims, Sweeney prays the Court dismiss Counterclaim Count V at defendants' cost, for costs incurred herein, and for such additional relief as may be just and proper under the circumstances.

AFFIRMATIVE DEFENSES

For further answer and by way of affirmative defense:

1. Sweeney states that the Counter-Claims fail to state a claim upon which relief may be granted and therefore they must be dismissed.

2. Sweeney states that defendants' claims are barred because they are guilty of unclean hands.

3. Sweeney states that defendants' claims are barred by laches.

4. Sweeney states that, assuming *arguendo* (but incorrectly) that she was bound to a valid covenant not to compete, that covenant expired prior to the filing of this lawsuit.

Sweeney reserves the right to amend her Answer to Counter-Claims, including but not limited to, the addition of Affirmative Defenses, through the completion of discovery.

WHEREFORE, Sweeney prays for judgment in her favor and against defendants in accordance with her prayer for relief in her complaint, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

WORKERS RIGHTS LAW FIRM LLC

/s/ Sherrie Hall

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CERTIFICATE OF SERVICE

I hereby certify that on February 22, 2023, the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all parties.

/s/ Sherrie Hall